

**Information Technology Professional Services
RFP # 317.03-081**

Responses to Written Comments

Item #	Question	Response
	Note: in the questions that follow, any vendor's restatement of the text of the Information Technology Professional Services Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.	
1.	Each of the 33 Job Classifications in the Current RFP has some weight (attachment 9.2) based on the past hiring history of the State. There are a few new job categories/classifications (such as WAN Specialists) that figure in this RFP and were absent in the earlier ITPRO contract. [1] Could you please indicate the basis upon which the State has derived weights for these new job categories. [2] Furthermore, could you also indicate the number of such professionals hired (permanent and contract) by the State in the past few years and how many of them are currently employed by the State.	<p>[1] The weights used were derived from historical staffing levels.</p> <p>[2] See the weights for the Job Classifications in question, as they appear in the Cost Proposal Table in RFP Attachment 9.2, for a general indication of State's anticipated needs.</p>
2.	<p>In the event of our company being one of the released vendors after the this [sic] new contract is awarded by the State:</p> <p>[1] Will we be allowed to bid for the New SOWs until April 14,2003 [sic] (last day of our current contract with the State)?</p> <p>[2] Can our contractors continue to work at the State until our current contract expires 04/14/03?</p> <p>[3] In other words will our old contract be terminated and replaced by this new contract?</p>	<p>[1] Once the contract awarded pursuant to RFP # 317.03-081 goes into effect, all new Statements of Work (SOWs) shall be processed under the new contract. Note that the correct end date for current ITPRO contracts is <u>April 16, 2003</u>.</p> <p>[2] This will depend upon the circumstances. See <i>Pro Forma</i> Contract Section A.15 for details pertaining to the transition period between the old and new contracts.</p> <p>[3] See answer to this Item 2, Responses [1] and [2], above.</p>
3.	<p>Question re RFP Section 5.2.5 – Detailed Documentation of Financial Resources:</p> <p>Our private company utilizes compiled and reviewed financial statements. In lieu of the audited statements and the related information required in Sections 5.2.5.1 and 5.2.5.2 we plan to submit a letter of commitment to provide a performance bond if awarded a contract pursuant to the RFP. Does the State expect to receive the compiled and reviewed financial statements in addition to the letter of commitment to provide a performance bond?</p>	<p>No. If the vendor chooses to exercise the “in lieu of” option described in RFP Section 5.2.5.3, then the vendor is not required to submit documentation specified in RFP Sections 5.2.5.1 and 5.2.5.2.</p> <p>Furthermore, as stated in RFP Section 5.2.5.1, compiled or reviewed financial statements are not acceptable under any circumstances.</p>
4.	At the Pre-proposal conference, it was stated that 3 vendors would be selected for this contract. What process, or “system” will be in place to determine which of the 3 (vendors) can submit there [sic] candidates, and how will they be selected?	See <i>Pro Forma</i> Contract Section A.11, including sub-sections, for a description of the candidate proposal and selection process.
5.	Can a vendor initially propose for said RFP and if not awarded, later be able to “sub” with another company that	Yes, provided that the subcontractor is approved by the State, in accordance RFP Sections 3.12 and <i>Pro Forma</i>

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	may have been awarded the contract?	<p>Contract Section D.5.</p> <p>Be aware, however, that any such subcontractor arrangement would have to be negotiated between the prime contractor and subcontractor within the limits of the costs originally proposed by the prime contractor in response to RFP Attachment 9.2. In other words, the State will not increase the ceiling costs originally proposed by the prime contractor to accommodate additional overhead that may be introduced by the subsequent prime contractor/subcontractor relationship.</p>
6.	<p>In section A.11.c of the pro forma contract. It talks about the evaluation of candidates.</p> <p>a.) Is there a time limit that the state has to notify the vendor as to the status of their candidate(s)?</p> <p>b.) Will each vendor have access or the ability to view other vendors candidates, or know how many candidates are going for that particular job classification?</p>	<p>[a] No.</p> <p>[b] Prior to the day after the Project Offer Due Date, a Contractor company cannot view another vendor's candidates and will not know how many candidates were proposed. After the Project Offer due date, a Contractor company will be able to determine its candidate's ranking relative to other vendors' candidates and the total number of candidates proposed for the Job Classification; however, the company will still not be able to view other vendors' candidates.</p>
7.	Is there a migration plan to move work from the mainframe to client server? If so what is the planned timeframe and what is the current percentage of work on the mainframe and client server?	The State has multiple server standards: OS/390, Solaris, Novell, and Windows. We have no plans to migrate applications away from OS/390. As applications are rewritten and upgraded, we evaluate where the database and the application should best reside.
8.	Will the state consider modifying the SOWs and MOUs to add clear and precise definitions of expected work week and schedules for each SOW/MOU?	<p>The State anticipates that SOW and MOU formats and content will remain similar to those of past SOWs and MOUs. The State does not commit to any particular SOW or MOU format or content changes.</p> <p>See also response to Item 50.</p>
9.	Will the state consider modifying the SOWs and MOUs to add clear and precise definitions/expectations with regards to travel for the position for each SOW/MOU?	See response to Item 8, above. See also response to Item 15.
10.	Will the state issue a position statement with regards to the CIO's stated position to reduce the State's dependence on contractors? Specifically, will the State provide details as to timelines, targets and plans?	No.
11.	From a contractual standpoint, would the State agree that the offer of employment to contractor personnel in Section E.12 would in effect be an intent to terminate a specific MOU and as a result any offer of employment should be preceded by appropriate action as defined in Section E.14.a - namely notice in writing to the Contractor at least 15 days in advance? If offers of employment is intended to all contractors, will the State agree that would constitute a "Termination for Convenience" and agree to abide by Section D.3 - at least 30 days written notice to the Contractor?	<p>The State does not agree with the Vendor's interpretation of the referenced <i>Pro Forma</i> Contract language.</p> <p>Each instance of an offer of employment will be evaluated to determine the circumstances surrounding the offer. Depending on the circumstances, the State may or may not choose to terminate the MOU.</p> <p><i>Pro Forma</i> Contract Section D.3 pertains to the termination of the Contract itself, and therefore is not relevant to the question of individual offers of employment or termination of specific MOUs.</p>

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		If the State should choose to terminate the entire Contract for convenience, then the State would abide by Contract Section D.3.
12.	To confirm, Year 2 of the contract will start 11/1/2003?	As stated in the <i>Pro Forma</i> Contract Section C.3, Year 2 will begin on the “anniversary of Contract effective date given in [<i>Pro Forma</i> Contract] Section B.” This date will vary depending upon the timing of contract execution. Refer to the latest Amendment to RFP Section 2 for the current “Anticipated Contract Start Date,” keeping in mind that the <u>actual</u> Contract effective date may be earlier or later.
13.	Is the State currently assessing the performance of the incumbents? If so, what means are being utilized to assess that performance? What are the key performance metrics? and how will those evaluations be incorporated into the current rebid evaluation?	<p>The State assumes that the question refers to incumbent Contractor companies, and not to individual contractor personnel assigned to the State, and the question is answered accordingly.</p> <p>The means used to assess vendor performance under ITPRO 2K (the former ITPRO contract) and the metrics involved are explained by the following excerpt from an amendment to the current ITPRO contracts:</p> <ul style="list-style-type: none"> a. Failure of a Contractor to achieve an acceptable number of placements shall be grounds for termination of that Contractor's Master Contract. The State will maintain a running count of the total number of filled SOW positions ("placements"). When this number reaches fifty (50), the State will measure placement performance of each vendor against this number. If any Contractor fails to obtain at least two (2) placements out of the 50 filled positions, then that Contractor is subject to having its Master Contract terminated. b. After each evaluation is complete, the State will reset the placement counter to zero. The count will begin again, and the next evaluation will take place when the next 50 placements have occurred. c. In the event of Master Contract termination, if the Contractor is providing services pursuant to an MOU at the time of termination of the Master Contract, at the State's option the Master Contract shall remain in effect to the extent necessary to allow the Contractor to complete the provision of services pursuant to the MOU. However, the terminated Contractor shall not be allowed to participate in any future SOWs. d. In the event of termination as described herein, nothing shall prevent the State from awarding a replacement contract to another Contractor that originally responded to this RFP.” <p>These performance metrics will not be taken into account in making an award under RFP # 317.03-081. However,</p>

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		<p>references provided in response to RFP Sections 5.2.3.14.1 and 5.2.3.14.2 will be taken into account. Note that the State is amending RFP Section 5.2.3.14.1; see Amendment 3 for the amended text of this section.</p> <p>Amendment 3 may be found at the following website: http://www.state.tn.us/finance/oir/sds-rfps/.</p>
14.	Will the State allow Year 2 rates be proposed on all SOWs regardless of expected end date considering the historical propensity to extended MOUs beyond the originally stated end date?	No.
15.	<p>RFP Section 1.1 and Section 4.4, Travel Expenses</p> <p>Is the State proposing that these travel expenses are incurred AFTER a contractor is engaged with the State? In other words, is the State proposing that travel expenses related to the interviewing pf [sic] prospective are not covered? Or is the [sic] indicating that they will not pay separately for travel expenses for contractors conducting business on behalf of the State?</p>	<p>The referenced Sections refer to Travel Expenses for vendor personnel assigned to work under State MOUs.</p> <p>However, the State is amending the RFP to allow Contractor companies to invoice the State separately for travel expenses, rather than including travel in the rates proposed (see RFP Amendment 3, at the following website: http://www.state.tn.us/finance/oir/sds-rfps/).</p> <p>Amendment 3 notwithstanding, the State will not reimburse Contractor companies for any travel expenses related to interviewing prospective candidates (see <i>Pro Forma</i> Contract Section A.11.c, paragraph 3).</p>
16.	<p>RFP, Section 3.15, Proposal of Additional Services</p> <p>If Proposer wanted to provide additional services to the state, such as the offering of a Software Managed Vendor program, could proposer submit request for consideration under the Section 3.15 and be considered in compliance with RFP?</p>	<p>If the Proposer chooses to submit the additional services referenced in the question, the Proposer would submit a full description of such services in response to RFP Section 5.2.4.1, not in response to 3.15.</p> <p>However, the requirements of RFP Section 3.15 would still apply, and if there is any charge for such services, “The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal” In other words, any costs associated with the additional services would have to be included in the Cost Amounts proposed in response to RFP Attachment 9.2; that is, the costs would have to be “rolled into” the hourly rates, <u>not expressed as separate cost(s)</u>. See RFP Sections 5.3.3. and 5.3.4.</p> <p>Furthermore, the vendor should be aware that the State already uses an internet-based system to process ITPRO SOWs, as described in <i>Pro Forma</i> Contract Sections A.11 and A.23, and will continue to use this system exclusively. The State will not implement a vendor-provided system to manage the ITPRO process. Nor does the State have any plans to interface with vendor-provided system(s).</p> <p>Given the information provided in the question, the State cannot make a determination at this time of whether the vendor would be in compliance or not.</p>
17.	RFP, Section 5.2.3.14.1, Proposer Experience References	The State is amending RFP Section 5.2.3.14.1; see

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	<p>RFP verbiage suggest we provide reference information on our three (3) largest accounts. Many of our Master Customer agreements will preclude us from using these clients as references or even noting them as clients. Will the State accept three (3) references with clients where Proposer is providing similar services as those sought by the State?</p>	<p>Amendment 3 for the amended text of this section. Amended RFP Section 5.2.3.14.1, and RFP Section 5.2.3.14.2 express the State's requirements with regard to references.</p> <p>The State will evaluate references in accordance with the stipulations of the RFP, as amended.</p> <p>Amendment 3 may be found at the following website: http://www.state.tn.us/finance/oir/sds-rfps/.</p>
18.	<p>Pro Forma Contract, Section C.3, fifth paragraph.</p> <p>We acknowledge the States requirement that Proposers agree to the States billing cycle. However, we respectfully request that invoices be handled on a weekly basis. Is this a negotiating option with the State?</p>	No.
19.	<p>Pro Forma Contract, Section E.14.a</p> <p>We respectfully request a thirty (30) day written notice. This will enable contracting companies to adequately locate other assignments for personnel. Is this a negotiating option with the State?</p>	No.
20.	<p>Pro Forma Contract, Section E.16, first paragraph, first sentence</p> <p>Proposer requests amending this to add at the end, "... <u>except for any act or omission by Contractor's employee acting at the direction of State and /or its officers, directors, employees or agents, whether such direction is explicit or implicit.</u>" Is this a negotiating option for the State?</p>	No.
21.	<p>Please clarify the term "source of supply contracts" as described in the RFP. Is it the Department of Finance's intention to select a "job shopper/body shopper" firm(s) or a larger systems integration firm(s) as part of this RFP.</p>	<p>Proposers should not read too much meaning into the phrase "source of supply." In this context it means simply a "source" for the personnel to be assigned to the State in the Job Classifications described in the RFP. The State's intent is to find reliable sources for quality staff augmentation resources at the lowest possible rates.</p>
22.	<p>In the pre-bid conference, a question was asked about the rationale or thinking by the State of Tennessee that intends to reduce the number of vendor contracts under this RFP from six to three. The State answered that by reducing the number of awarded vendors from six to three it was hoping that the final three vendors awarded the contracts would share in greater State revenues thus producing more competitive pricing for the State. Can the State site [sic] any actual experience or analysis that would show that by reducing the number of contracts awarded under this RFP will produce more competitive pricing for the State of Tennessee?</p>	<p>Forty-six vendors have expressed an interest in this procurement. The State is confident, given this level of interest, that the pricing will be as competitive as possible and that there will be price reductions.</p>
23.	<p>At the pre-bid conference it was emphasized that the State was encouraging as many vendors as possible to submit bids under this RFP. In reducing the numbers of vendors accepted from six to three, can the State advise if any of</p>	<p>Proposed experience, whether it was with the State or with the private sector, will be evaluated as described in the RFP. However, there is <u>no</u> inherent scoring advantage to having former State experience. As the RFP clearly</p>

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	the existing vendors now serving the State of Tennessee for the services anticipated under this RFP, will receive any higher scores in the evaluation process based on that particular experience with the State of Tennessee? If that State of Tennessee experience will count towards an overall higher technical score, and the number of accepted vendors will be reduce from six to three, how does that decision encourage more bidders and a more competitive bidding process as desired under the <i>Best Business Practices</i> policy for the State?	states, "Current or prior contracts with the State are NOT a prerequisite to being awarded the maximum available points for RFP Section 5.2.3.14."
24.	Can we get the RFP file in .doc format (MS Word format)?	Yes. A copy is available at the following website: http://www.state.tn.us/finance/oir/sds-rfps/
25.	Can we get the list of the companies who attended the Conference meeting on Aug. 9, 2002?	Yes. See the "Pre-Proposal Conference Attendees" list on the website given in the response to Item 24, above.
26.	Can we have the list of the potential bidders on the RFP?	Yes. See the "Letter of Intent List" on the website given in the response to Item 24, above.
27.	Who are the incumbent contractors on this proposal?	The vendors currently providing ITPRO services are: Majestic Systems Integration Company Ciber, Inc. Keane, Inc. SCB Computer Technology, Inc. Covansys Corp. Acro Service Corp.
28.	Is there any specific way we need to bind the RFP?	The State prefers that Proposals be submitted in three-ring binders to facilitate removing and copying pages.
29.	Do we need to send any attachments except 9.1,9.2?	Follow the directions in the RFP.
30.	Section 3.15 "Proposal of additional services"-What type of additional services this refer to?	The State does not know. This could be any service proposed in addition to those required by and described in the RFP.
31.	Referencing subsection 5.2.1.5, if a bidding company intends to use subcontractors, does that bidding company have to have all of the job classifications listed in Attachment 9.2 within its W-2 and 1099 labor force or can the bidding company use subcontractors to cover job classifications that it does not have on W-2 or 1099 staff?	A Contractor may use subcontractor(s) to provide any Job Classifications that it chooses, provided the subcontractor(s) have been pre-approved by the State in writing in accordance with RFP Section 3.12 and <i>Pro Forma</i> Contract Section D.5. The expectation is that all candidates are employees (receiving a W-2) of either the prime contractor or subcontractor. Prior to assigning any prime contractor- or subcontractor-provided candidate to a State project, the State will require the prime contractor to give sufficient proof, in accordance with IRS regulations, of the candidate's employment relationship with the prime contractor or subcontractor. If such proof is unacceptable to the State, the State may reject the candidate. The State also reserves the right to re-verify the employment relationship with the prime contractor and subcontractor at any time during the personnel's assignment to the State, and to terminate the personnel if the proof is unacceptable. In addition, if a prime contractor does intend for an

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		approved subcontractor to provide some Job Classifications, it is important for that prime contractor to understand that <u>there will still be only one Cost Proposal in response to Attachment 9.2.</u> This Cost Proposal must be made by the prime contractor and must include complete responses to all Job Classifications. See the "REQUIREMENTS" list in Attachment 9.2, as amended.
32.	Referencing subsection 5.2.1.5, do we need prior written approval in order to include a subcontractor in our bid and, if so, what procedure needs to be followed by the bidding company in order to obtain this prior written approval from the State? If we aren't required to obtain prior written approval or if we aren't granted approval on a subcontractor included in the bid and that was the only subcontractor filling a specific Job Classification, will we have the opportunity to include another subcontractor in that Job Classification at a later time?	<p>A Proposer does not need prior written approval in order to name a subcontractor in its Proposal. Assuming a given vendor receives an award pursuant to RFP # 317.03-081, the vendor's Proposal, including any named subcontractors, is included by reference in the Contract executed between the State and the Contractor. The State's signature on this contract shall constitute approval of subcontractors (if any) named in the Proposal.</p> <p>However, a Proposer must have access to personnel to fill all thirty-three (33) Job Classifications listed in the RFP, either through its own resources, or through those of committed subcontractor(s) in order to submit a Proposal for this RFP. <u>Do not submit a Proposal for this RFP without having first obtained written commitments from subcontractor(s) to provide personnel for any Job Classifications to which the Proposer does not have direct access.</u> The State does not require that these written commitments be submitted with the Proposal; however, the State reserves the right to request them at any point in the procurement process or after the Contract award has been made.</p> <p>Other subcontractors may be substituted or added, in accordance with RFP Section 3.12 and <i>Pro Forma</i> Contract Section D.5. See also response to Item 5.</p>
33.	If a company is awarded this contract and one of its subcontractors isn't approved by the State, goes out of business, etc., or, if for any reason, we want to include a new or different subcontractor, can other subcontractors be added after the start of this contract?	See response to Item 32.
34.	Referencing subsection 5.2.4.4, can we include the total number of individuals in each Job Classification for both the Contractor's company and the Subcontractors' companies that we are bidding?	Yes, as long as all requirements of RFP Section 5.2.4.4 are met and a written commitment has been obtained from the subcontractor as described in the response to Item 32.
35.	<p>As we answer subsection 5.2.4.5, can we include in our counts the following?</p> <ol style="list-style-type: none"> 1. Contractor W-2 employees 2. Contractor 1099 relationships 3. Approved subcontractor W-2 employees and 1099 relationships 	<p>The Proposer may include in its counts any personnel, either the Proposer's employees or those of subcontractors, that meet all requirements of RFP Section 5.2.4.5, and for which a written commitment has been obtained from any subcontractors as described in response to Item 32.</p> <p>The expectation is that all candidates are employees (receiving a W-2) of either the prime contractor or subcontractor. Prior to assigning any prime contractor- or</p>

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		subcontractor-provided candidate to a State project, the State will require the prime contractor to give sufficient proof, in accordance with IRS regulations, of the candidate's employment relationship with the prime contractor or subcontractor. If such proof is unacceptable to the State, the State may reject the candidate. The State also reserves the right to re-verify the employment relationship with the prime contractor and subcontractor at any time during the personnel's assignment to the State, and to terminate the personnel if the proof is unacceptable.
36.	Referencing subsection 5.2.5.3, if we are a private company without audited financial statements and plan to include a performance bond if awarded this contract, is there requirement or benefit to include our unaudited financial statements?	See response to Item 3, above.
37.	Referencing subsection 3.16.3, we understand that a proposer is prohibited from submitting multiple proposals in different forms that would preclude its named subcontractors from submitting a bid for the ITPRO contract, RFP 317.03-081. Referencing section E.13 of the Contract, does subsection 3.16.3 prevent those subcontractors from answering a different RFP that is not involved with the ITPRO process?	<p>Contract Section E.13 prevents a Contractor from submitting a Proposal on any future RFP if that Contractor or its employees, subcontractors, representatives, or agents have assisted in any way in the preparation of that RFP. For an example specific to this ITPRO procurement, see <i>Pro Forma</i> Contract Section A.18.</p> <p>RFP Section 3.16.3, on the other hand, prohibits a company from submitting a proposal "as a prime contractor <u>and</u> [emphasis added] as a subcontractor to another prime contractor." But this does not prevent a vendor from responding as a prime contractor or subcontractor to an RFP <u>other</u> than RFP # 317.03-081, provided that vendor has not assisted in the development of the <u>other</u> RFP.</p>
38.	From a historical perspective, for 2000 and 2001, what size metrics can you share with us about the ITPRO program, such as number of FTE person-months by Job Classification, total number of dollars awarded through ITPRO to all vendors, details of hourly rates on awarded SOWs, how many SOWs were issued, etc.?	<p>The requested information is not available within the time constraints of this RFP schedule. However, please see the following website for the "ITPRO 2K MOU Spending Report": http://www.state.tn.us/finance/oir/sds-rfps/</p> <p>The ITPRO 2K MOU Spending Report provides current, basic information with regard to ITPRO staffing, rates, and spending patterns. Each row (that is not a header) represents one assigned contractor, and the rows are group-sorted by Job Classification. Note that the MOU spending figures contained therein pertain to fiscal year 2002; and the Year 2 and Year 3 rates refer to current ITPRO Contract Years, which run from April 17 through April 16. <u>NOTE: The State does not guarantee the accuracy of the report's contents.</u></p>
39.	Is there a way that we can view the Multitrak and ITPRO.02 systems prior to submitting the bid?	No.
40.	Is it possible to receive the RFP in a Microsoft Word document in addition to the current online format in Adobe Acrobat?	See response to Item 24, above.
41.	Referencing the performance bond in 5.2.5.3, what would	The State cannot anticipate all the possible reasons a

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	constitute a default, specifically does the State terminate or restrict our contract for reasons other than performance on a specific Statement of Work (SOW)? Would that result in the calling of the performance bond?	contract might be terminated. The State reserves the right to terminate a contract for convenience or for cause, in accordance with the <i>Pro Forma</i> Contract, Sections D.3 and D.4. In the event of a termination for cause, the State reserves the right to call the Performance Bond.
42.	While it is not requested in subsection 5.2.1.5, would it be considered helpful to the State for us to submit a one page attachment with background information regarding each of the subcontractors involved in this bid, i.e. brief description of each company, what job classifications they will offer, and a sampling of their clients?	Please review RFP Section 5.2.1.5 to ensure understanding of its requirements. The Proposer shall provide only what is specifically requested in RFP Section 5.2.1.5.
43.	In order to gain historical knowledge about this contract, [1] what were the maximum hourly rates by job classifications for each firm that were winners of the 2000 bid? Asked another way, can we obtain a copy of the attachment 9.2 forms from the winners of the 2000 bid? [2] Can we receive some detailed information regarding hourly rates for awarded bids from the Statements of Work the State released?	[1] See the "ITPRO 2K Maximum Hourly Rates" report on the following website: http://www.state.tn.us/finance/oir/sds-rfps/ [2] See response to Item 38.
44.	Is it possible and is it public record to review previous RFP responses, scores, etc. for those contracts which have already been rewarded? If so, what is the proper procedure to pull the information. Or, is there a web site that contains that material? I found some items on general searches via www.tennesseeanytime.org .	Vendors may view the documentation for the previous ITPRO RFP process by contacting the ITPRO RFP Coordinator, at the address given in RFP Section 3.1, for an appointment. The RFP Coordinator will set the appointment time, and vendor representatives will come to the address given in RFP Section 3.1 to view the documents. Note that there will be a limited amount of time in which to book these appointments; no RFP Schedule of Events dates will be extended to accommodate such visits. If the representatives wish to make copies of RFP documents, they may do so for a charge of \$.10 per page, to be assessed at the time of the visit. The total copying costs must be paid by check or money order made out to the State of Tennessee; the State will not accept cash.
45.	If the prime contractor submits a proposal that clearly identifies a subcontractor and the prime is selected as one of the ITPRO vendors, is the subcontractor automatically approved by the State?	See response to Item 32.
46.	What rates were negotiated by each of the current ITPRO vendors for the third (optional) year?	Year 3 rates for the current ITPRO contract were not negotiated. They were determined by applying a percentage increase based upon the Consumer Price Index, which was 1.6%.
47.	Can one company be a subcontractor to more than one Prime?	Yes. However, the same company cannot submit a Proposal for RFP # 317.03-081 as a prime contractor and also submit a Proposal as a subcontractor to another prime contractor on the same RFP. See RFP Section 3.16.3
48.	How will the State be contacting our references; will the State be mailing a questionnaire or calling them on the phone	See RFP Section 5.2.3.14.1. Note that the State is amending RFP Section 5.2.3.14.1; see Amendment 3 for the amended text of this section. Amendment 3 may be found at the following website:

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		http://www.state.tn.us/finance/oir/sds-rfps/ .
49.	How many questions are on the questionnaire and what is the specific nature of the questions	The State does not believe that it is conducive to the integrity of the reference process for this information to be provided in advance of receiving the completed questionnaires back from the references.
50.	What are the average weekly hours expected for consultants, i.e., 37.5 hours or 40 hours?	<p>The number of hours worked may vary from SOW to SOW; however, the State intends that most contractor personnel will be assigned for 37.5 hours per week.</p> <p>If the State knows in advance of publishing a given SOW that the average weekly hours will deviate from 37.5, this will be stated in the SOW.</p>
51.	What is the estimated volume of consultants needed?	<p>The State cannot make this estimate. However, see the following website for the "ITPRO 2K MOU Spending Report," from which the vendor may derive counts for each Job Classification for Fiscal Year 2002:</p> <p>http://www.state.tn.us/finance/oir/sds-rfps/</p>
52.	Are there Minority Business Participation Considerations given in the proposal scoring?	No.
53.	How many companies have submitted letters of Intent?	Forty-Nine; of which, three have withdrawn their Letters of Intent.
54.	Who are the companies that have submitted letters of intent?	See the "Letter of Intent List" at the following website: http://www.state.tn.us/finance/oir/sds-rfps/
55.	Of the companies submitting letters of intent, how many are Tennessee companies?	See the "Letter of Intent List" referenced in response to Item 54 for the addresses of vendors who have provided Letters of Intent.
56.	When your final selection of three vendors is decided, will you then utilize all three for each open requisition or will all orders be divided among the three, i.e., certain vendors get certain requisitions exclusively?	See response to Item 4.
57.	Paragraph 4.3 describes normal State work hours and then mentions that the Contractor will establish the number of hours Contractor personnel must work to meet the State's needs. Then the last sentence says the State reserves the right to modify the work hours. What does the State expect the normal Contractor personnel workweek to be, 40 hours or 37-1/2 hours?	See response to Item 50.
58.	Paragraph 4.4 states that the State will no longer reimburse for travel expenses. A table is included with historical approximate travel data. As a current ITPRO vendor, we are concerned that the data included in the RFP is considerably lower than the year-to-date data for 2002 in the Desktop Support category. We currently have three Desktop Support Engineers who will be traveling for 16 weeks across the state with costs averaging about \$700 per week in hotel, per diem, and mileage expenses each. This one project alone could amount to over \$30,000 in travel expenses. It is highly likely that the State would choose to send Contractor personnel to travel more under a new contract, because there would only be the hourly rate to pay. This would only increase travel expenses to Contractors. It will be virtually impossible to	See response to Item 15.

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	estimate travel costs over a two-year period and bid a competitive hourly rate. This raises two concerns: that it would not be in the best interest of the state to have vendors who might risk great financial loss because of unlimited travel expenses that were not anticipated and budgeted for by the vendor; and prices for this job classification might vary widely based on unrealistic history data versus present actual costs by current ITPRO Contractors. Would the state be willing to discuss any changes to this provision?	
59.	Could the state provide a list of companies who have submitted a letter of intent to propose?	See response to Item 54.
60.	Paragraph A.20 in the pro forma contract outlines the contractor's responsibility for training in changed technology. The requirement to provide up to two weeks training per year with no limits on cost makes this provision very difficult to budget. Costs for training classes and travel expenses vary greatly depending upon technology and location of the class. Would the state consider establishing an annual not to exceed dollar amount per individual?	No.
61.	Could you please clarify this paragraph from Section 4.3? Contractor personnel will not be able to work on-site on State holidays. The State reserves the right to request on-site or off-site work, if either is deemed to be in the best interest of the project. Does this mean that Contractor personnel will not normally work on-site on State holidays, but might be requested to work on-site on State holidays?	Contractor personnel will not normally be allowed to work, either on- or off-site, on State holidays. However, the State may request that Contractors work on- or off-site on State holidays, if the project warrants such work.
62.	If our company doesn't intend to use subcontractors at this time, would it be possible at a later date to request approval from the State to use a subcontractor?	Yes. See responses to Items 5 and 32.
63.	Pg 13 says the State reserves the right to request on-site or off site work. Would the state consider adding a separate pricing category for each skill set for off-site work?	No.
64.	Pg. 26 We are registered with the State, correct? Since we don't need to be for the proposal, but we will need to be prior to the award I just want to confirm that we are.	<p>If the State awards a contract to a vendor pursuant to RFP # 317.03-081, then that vendor must be registered on the State's Service Provider Registry System (SPRS) prior to the State executing a contract with that vendor.</p> <p>A vendor may check its registration status on SPRS at the following website: http://www.state.tn.us/finance/rds/ocr/sprs.html</p>
65.	Also, regarding references, can we provide you with six including some that might be of greater interest and benefit to the State of Tennessee, meaning other states as opposed to our three largest? Since a large part of the awarding depends on references, we don't want to leave anything to chance.	<p>The State's requirements with regard to references are expressed in RFP Sections 5.2.3.14.1 and 5.2.3.14.2. Note that the State is amending RFP Section 5.2.3.14.1; see Amendment 3 for the amended text of this section.</p> <p>Amendment 3 may be found at the following website: http://www.state.tn.us/finance/oir/sds-rfps/.</p> <p>See also the responses to Items 17 and 68.</p>

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66.	Who are the incumbents [sic]?	The State assumes that the vendor is referring to vendors that currently hold ITPRO contracts. See response to Item 27.
67.	Will a list of Bidder's Conference attendees be available?	See the "Pre-Proposal Conference Attendees" report at the following website: http://www.state.tn.us/finance/oir/sds-rfps/
68.	Do the required references apply to only the prime or to the subcontractor as well?	The references required shall pertain to the Proposer, which is the company that will become the prime contractor. See also, responses to Items 17 and 65.
69.	What was the total value of all MOU's under the current IT Professional Services contract?	See response to Item 38.
70.	Pg 17, section 5.2.2.3 - Should the written confirmation of the proposer's liability insurance come from the proposer's insurance carrier?	The Proposer must provide a written confirmation in accordance with RFP Section 5.2.2.3.3; however, the State does not require that this confirmation come from the Proposer's insurance carrier. Do not confuse the written confirmation with the actual "valid certificate of insurance" that must be provided by each awarded vendor upon contract execution, in accordance with RFP Section 5.2.2.3.3.
71.	Pg 36, section A.17 - Is the CPI adjustment used only in the instances where a contractor has not proposed or has keep the rate fixed for the second year? It is assumed that any need for services into the second year would use the proposed second year rates in the contract.	No. It appears that the Proposer has misunderstood the purpose of the rates proposed in response to the RFP, on Attachment 9.2; which, if the Proposer receives an award, will be transferred to Contract Section C.3. These rates are ceiling rates. In response to a given SOW, a Contractor may propose rates up to, but not exceeding these ceiling rates. Do not confuse the ceiling rates originally proposed on RFP Attachment 9.2 with the Service Rates proposed in response to a specific SOW that the State issues. See <i>Pro Forma</i> Contract Sections A.11.b.ii. and C.3 for a discussion of this. The CPI adjustment described in <i>Pro Forma</i> Contract A.17 refers to instances in which no rate has been proposed on an SOW for the subsequent year. For example, if an SOW had an MOU End Date within Year 1, then the Contractor would not have proposed a rate for Year 2. Therefore, if the SOW is extended into Year 2, the State would use the CPI to determine the rate that would be paid for that individual in Year 2; up to, but not to exceed, the relevant Year 2 ceiling rate. Note also that all Proposers must propose rates for both years within every Job Classification listed in RFP Attachment 9.2. See the "REQUIREMENTS" list in Attachment 9.2, as amended.
72.	Regarding the subject RFP, paragraph 5.2.1.5: it states that the "Contractor must obtain written approval form [sic] the State prior to the use of any subcontractor." Is	See response to Item 32.

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	this a requirement for the proposal or just the winning bidder?	
73.	How does one obtain prior written approval, from the State of TN, to 'subcontract' services performed under this Contract?	See response to Item 32.
74.	What questions need to be addressed, in this RFP, by the 'approved' subcontractor?	No questions are to be directly addressed by subcontractors. The Proposer, who shall become the prime contractor if it receives an award, shall respond to all requirements of the RFP. The Proposer may choose to include information pertaining to its subcontractors wherever it sees fit, as long as this information is relevant and clearly referenced in accordance with RFP Section 5.1.3, 3 rd paragraph.
75.	How does one differentiate a 'subcontracting' working relationship from a 'joint venture'?	As stated in RFP Section 4.1.4, Joint Ventures are characterized by the parties being "jointly and severally liable." While, in a prime contractor /subcontractor relationship, the prime contractor bears all liability for the performance of the Contract. The State encourages Proposers to consult with their own legal counsel for such matters of definition.
76.	Can I submit the 'same' candidate per 2 separate SOW's/MOU's if their respective skill sets meet the technical requirements of both job orders?	Yes. However, see <i>Pro Forma</i> Contract Section A.11, inclusive, for the process and additional restrictions pertaining to submission of candidates.
77.	Can you please send me this RFP in a Word document, with the current formatting in place, via email (pdf file converted to Word Doc)?	See response to Item 24.
78.	If the State of TN 'approves' my subcontractor, then what is the deadline for the Proposal Transmittal Letter, namely; 9/10/02?	There is no approval of subcontractors prior to the State's execution of contracts with the successful Proposers. The Proposal Transmittal Letter is mandatory and must be submitted with the Proposal in accordance with RFP Section 5.2.1 by the "Deadline for Submitting a Proposal" given in Section 2 of the RFP, as amended. See also the response to Item 32.
79.	Does the size of an organization negatively affect the 'General Proposer Qualifications and Experience (Maximum Points Possible at 35), namely; Less than 10 years old, less than 20 employees and less than \$10mil revenue (confidential)?	The ability of the Proposer to adequately deliver services to the State is a subjective decision of each evaluation team member, based on the information given in the Proposer's response.
80.	I would like to seek 'approval' for [name and identification deleted] to be a 'subcontractor' for [name deleted] if we are to be awarded the ITPRO Contract from the State of TN.	See response to Item 78.
81.	I have a question about the RFS for consulting vendors that the State has recently issued; will you accept consultants in multiple roles, (say a consultant as a lead program and also a business analyst)? You have 33 categories for consultants that we would need to fill and we have only 22 consultants, so to fill all 33 categories we would be forced to partner with another company to give	The thirty-three Job Classifications listed in the RFP are not actual, specific positions to be filled; that is, the State is not seeking to fill thirty-three and only thirty-three positions. These Job Classifications are <u>categories</u> of resources that the State anticipates needing in the future. The actual population of assigned contractor personnel is much larger than thirty-three. See the "ITPRO 2K MOU

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	you the full compliment of resources for the consulting pool.	<p>Spending Report” at the following website, for an idea of how many positions the state had filled in fiscal year 2002: http://www.state.tn.us/finance/oir/sds-rfps/</p> <p>Each consultant that is assigned will work under a specific SOW/MOU. A given consultant cannot serve simultaneously in more than one Job Classification.</p> <p>The choice to partner with another company to meet the RFP requirements is solely up to the Proposer.</p>
82.	For the 33 categories, do we need discrete employees for each one of those categories, or can we use the same employee in multiple roles?	See response to Item 81.
83.	<p>Will the State of Tennessee consider a reasonable standard of care by modifying Article E.16, Hold Harmless as follows?</p> <p>“The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action <i>to the extent they</i> arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract.”</p>	No.
84.	Will the State follow Tennessee Code/Title 12-3-315 and limit the liability of contractors by two times the value of the contract in order to avoid paying inflated rates that include undue risk mitigation?	<p>Yes. See Amendment 3 for the amendment to contract language that will effect this limitation of liability.</p> <p>Amendment 3 may be found at the following website: http://www.state.tn.us/finance/oir/sds-rfps/.</p> <p>Note that the T.C.A. citation in the question refers to General Services statutes, which do not apply in this case. The correct citation is T.C.A. §12-4-119, which governs limitation of liability in the procurement of professional services.</p>
85.	Will the State add a provision to exclude the contractor from special, indirect, punitive, incidental or consequential damages in order to receive proposals from financially solvent companies?	No.
86.	Can the State provide the number of FTEs by labor category provided by all vendors for each year that the ITPRO vehicle has been in existence?	See response to Item 38
87.	What are the projections of labor needs by each labor category for the life of the ITPRO contract vehicle?	See responses to Items 38 and 51.
88.	What documentation is required for each subcontractor that is to be included in the contract proposal?	Please see relevant RFP sections dealing with subcontractors; including, but not limited to, RFP Sections 5.2.1.5 and 5.2.3.9.
89.	Will a job fair be held for the incumbent employees available for hire by the successful bidders under this procurement?	No.

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90.	How will the State evaluate the requirement to utilize fair labor rates for the Nashville labor market? This requirement was stated during the pre-proposal conference on 8/9/02.	<p>The quotation from the Pre-Proposal Conference to which the vendor refers was as follows: "We need to ensure that hourly wage pricing in all skill categories is truly in line with today's market rates for Nashville." This was stated as an "objective," not a requirement.</p> <p>Rates proposed in response to the RFP on Attachment 9.2 will be evaluated as described in the RFP, and not against any requirement outside of the RFP. Given the level of interest from the vendor community in this procurement, the State is confident that it will get the best possible rates that the local labor market will support.</p>
91.	If a Contractor doesn't place 2 out of 50 candidates and the State decides to terminate the Contractor, will the termination be for cause or convenience?	The State would use its discretion, according to the particular circumstances, in determining the appropriate termination mechanism.
92.	How many contract personnel are providing IT services to the State? May we have this breakdown by: a) current vendor b) length of placement or service?	See response to Item 38.
93.	Has OIR ever provided work space or other resources for contractors and their management? If so, to whom? If so, are these arrangement still in place and will similar arrangement be made available to the new contractors of the IT PRO contract? What criteria does the State use to determine if space or other resources will be made available to contractors?	<p>Yes. In the past, the State has provided workspace and basic supplies for contractor personnel, as well as their contractor management.</p> <p>With regard to contract personnel only, the State continues to supply such resources to all six Contractor companies currently providing ITPRO staff augmentation. The State will continue this practice for new ITPRO contractors, in accordance with RFP Section 4.3.</p> <p>The State has discontinued the practice of supplying such resources to Contractor management, unless these management personnel are also involved in day-to-day MOU project work. The State does not anticipate resuming this practice under the new ITPRO Contracts.</p>
94.	How will potential bidders receive updates?	<p>The State assumes that the vendor is referring to updates to the RFP, such as responses to questions and amendments. These will be published on the following website: http://www.state.tn.us/finance/oir/sds-rfps/</p> <p>The State will send out notices to all vendors who have provided timely Letters of Intent to Propose whenever the State publishes updates.</p>
95.	Will a web site be established for information related to IT PRO?	Yes. See response to Item 94.
96.	When will a list of attendees at the bidder's conference be made public?	See the "Pre-Proposal Conference Attendees" report on the following website: http://www.state.tn.us/finance/oir/sds-rfps/
97.	During the pre-proposal conference, the State indicated that one of the primary objectives of this RFP was to ensure that the ITPRO rates are in line with rates in Nashville. What reference source(s) is the State using to determine what rates in Nashville currently are or should	Forty-six vendors have expressed an interest in this procurement. The State is confident, given this level of interest, that the pricing will be as competitive as possible and that there will be price reductions.

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	be?	See also the response to Item 22.
98.	<p>Section 6.2.1 of the RFP states that “The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.” However, since the cost proposal alone is 40% of the evaluation score, it is obvious that it will be a significant factor in who is awarded a contract and who is not. It is possible that a Proposer could bid extremely low rates, receive an award largely due to the cost proposal evaluation, and then be unable to supply the State with qualified candidates.</p> <p>That being said, will the State be taking into consideration whether or not it is reasonable that a Proposer would be able to supply qualified candidates at the rates that are bid?</p>	<p>In attempting to meet our objective to obtain quality staff augmentation services for the lowest possible rates, it was necessary to strike a balance between Technical and Cost Proposal Points. The State believes that the 60/40 proportion is correct for this RFP. It is not unprecedented to assign 40 points to the Cost Proposal; this same proportion was used in the former ITPRO RFP.</p> <p>The RFP contains several questions—such as 5.2.3.14.1, 5.2.4.4, and 5.2.4.5—designed to minimize the possibility that a company incapable of performing would receive an award.</p>
99.	The State currently has a separate Professional Services contract to provide IT Professionals to the Telecommunications Division. The ITPRO RFP includes a new set of job classifications that appear to be the same job classifications that are currently covered by the separate Telecommunications contract. What impact, if any, does this have on the current Telecommunications Professional Services contract?	<p>The existing Telecommunications contract will continue to be utilized.</p> <p>All telecommunications SOWs published after the new ITPRO Contracts pursuant to RFP #317.03-081 become effective shall be processed under the new ITPRO contracts.</p>
100.	Section 5.2.3.14.1 of the RFP refers to a “reference check questionnaire” and states that “if the reference does not return the questionnaire by the date specified or fails to properly fill out the questionnaire, then scoring will proceed as if the reference information were unfavorable.” Will the State provide a copy of the questionnaire to Proposers and let Proposers know what the date specified or deadline date is for the return of the questionnaire?	See response to Item 49.
101.	[1] Who are the current ITPRO contractors? [2] What are their current maximum rates per job classification?	<p>[1] See response to Item 27.</p> <p>[2] See response to Item 43.</p>
102.	How much business has each contractor done in total and by job classification?	See response to Item 38.
103.	<p>What is total amount of dollars that the State has awarded under this contact by job classification?</p> <p>It is my understanding that this information is in the public domain just like in the case of [identifying information deleted]. We are wanting to put together the best team possible to bid this RFP, and our headquarters feels this would aid us in determining our best team. If your department does not have this information please refer me to the proper place.</p>	See response to Item 38.
104.	The contract (page 29-30) states that an account manager will be responsible for tracking performance and progress of personnel toward the completion of an assigned task.	Please refer to <i>Pro Forma</i> Contract A.5.

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	They will also monitor the quality of the services delivered. What level of involvement does the State want the account manager to have with the contract labor from a project management standpoint?	
105.	Does the State want the contractor to guarantee a deliverable?	No. The State will assess the quality of the services provided in accordance with sections of the <i>Pro Forma</i> Contract, including, but not limited to Sections A.12 and E.8.
106.	The contract (page 39) briefly outlines the payment methodology. What are the proposed payment terms?	These are expressed in <i>Pro Forma</i> Contract Section C, especially Section C.3.
107.	The contract (page 39) states the contractor will be compensated based on satisfactory completion of units of service or project milestones defined in Section A. [1] How do we know if our employee's work is acceptable? [2] Would a signed time card be an indicator of satisfactory performance?	[1] See response to Item 105. [2] No. For example, the State often marks down timesheets due to discrepancies between the timesheet and Multitrak. See also <i>Pro Forma</i> Contract Section C.6.
108.	The contract (page 40) under payment methodology states the contractor shall submit monthly invoices for completed work. Please clarify what is meant by completed work.	In this context "completed work" means hours that have been worked during the previous Multitrak month, and that have been signed off on by an agency project coordinator. However, see also response to Item 107.
109.	Since this is our first time to bid on an RFP for the state we are wondering if any previous vendor proposals are available as public information. If they are it would be a big help to see one that is completed. Could you please advise if they are available and if so where an example could be obtained?	See response to Item 44.
110.	Will there be any means for vendor to set a max for travel expense that is to be included in the hourly rates? Can the state guarantee [sic] that the historical travel rates are accurate forecasts for future expenses to be incurred?	See response to Item 15.
111.	Could the State provide more detailed information on basic functions of the ITPRP.02 system? Vendor has its own system which the customer normally implements, would like to compare functionality and see where there can be an alignment.	No. The State will not implement a vendor-provided system to manage the ITPRO process. Nor does the State have any plans to interface with vendor-provided system(s).